

September 14, 2006  
S&L File 25514-C USA

DECLARATION

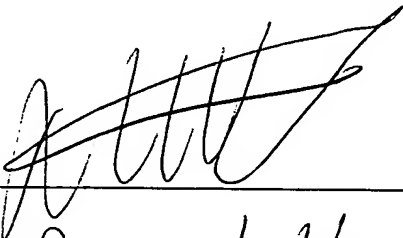
I, Richard L. Wright, declare that:  
Print Full Name

- (1) I am a sales representative of Master Spas, Inc., manufacturer of a theater spa system and which I am informed is the owner by assignment of certain U.S. patent applications relating to inventions applicable to the system.
- (2) In my capacity as a sales representative, I recall attending an executive council meeting held at the Master Spas facility to demonstrate the theater spa system and other Master Spas products expecting to be introduced within the next year. Based on information I have received, my recollection is refreshed that this meeting was held on June 5, 2000.
- (3) I recall that the meeting was held under conditions of confidentiality. I further recall that before entering the meeting room, I signed a confidentiality agreement binding me to keep in confidence information I might learn at the meeting. I also recall observing that other attendees arriving at the meeting site at about the same time I did also signed what I believe to be a copy of the same confidentiality agreement.
- (4) I further recall being advised at the meeting that the theater spa system was not ready for sale. I received no sales

literature, price lists or other product literature relating to the theater spa system at the meeting.

(5) I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity to the application of any patent issued thereon.

Nov. 7, 2006  
Date

  
Richard J. Wright  
Print Name

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## CONFIDENTIALITY AGREEMENT

THIS AGREEMENT effective the \_\_\_\_\_ day of \_\_\_\_\_, 2000, by and between \_\_\_\_\_ (hereinafter referred to as "Individual"), and Master Spas, Inc. (hereinafter referred to as "Master Spas").

WHEREAS, Master Spas intends to disclose to Individual trade secrets and proprietary information concerning spas and related equipment and devices, which are not in the public domain and which have been reasonably restricted by Master Spas as confidential, in order to evaluate, establish or continue a beneficial business relationship, hereinafter referred to as the "Confidential Information."

NOW, THEREFORE, it is agreed as follows:

1. Master Spas may disclose information to Individual either orally or in writing. When disclosed in writing, the information shall be marked "Confidential." When disclosed orally, such information shall be identified as confidential at the time of disclosure, with subsequent confirmation in writing referencing the date and information disclosed. Individual agrees to clearly label as "Confidential" all information reduced to writing of such confirmed oral disclosures by Master Spas.
2. Individual shall hold in trust and confidence for Master Spas, Confidential Information and shall not disclose such Confidential Information to any third party, except as agreed by Master Spas in writing and shall not use the Confidential Information except for purposes set forth above. Individual warrants that any employee who may have access to any Confidential Information is subject to a written agreement which enforces and prevents disclosure of the Confidential Information.
3. Individual warrants that the Confidential Information shall be used solely in furtherance of the terms of this Agreement for the evaluation, establishment and/or continuation of a business relationship with Master Spas. Provided, however, nothing in this Agreement shall be construed as creating an agency, joint venture, partnership or other business relationship or association between the parties thereto.
4. Any Confidential Information supplied by Master Spas shall remain property of Master Spas and nothing in this Agreement shall restrict Master Spas from using, disclosing or disseminating its own Confidential Information in any way. The parties recognize and agree that nothing contained in this Agreement shall be construed as a grant of any property rights to Individual, by license or otherwise, to any Confidential Information disclosed pursuant to this Agreement, or to any invention or any patent right that has issued or that may issue, based on the Confidential Information.

5. Individual shall have no obligation with respect to any such information which:
- a. is shown to have been known, available or developed by Individual independent of any disclosure by Master Spas; or
  - b. is, or becomes available to the public through no breach of this Agreement; or
  - c. is furnished to a third party by Master Spas without similar restriction on the third party's rights; or
  - d. is lawfully obtained from a third party without restriction and without breach of this or any other Agreement.
6. Individual shall not be liable for disclosure of any Confidential Information required by law in response to a valid order of a court of competent jurisdiction or authorized government agency, provided Master Spas receives adequate notice to allow it to request a protective order.
7. This Agreement, and the obligations thereunder, shall survive and remain in effect, regardless of any other contract or understanding made by the parties for a period of three (3) years from the effective date. Obligation of confidentiality under this Agreement shall continue for three (3) years from the date of disclosure and shall survive any expiration or termination of this Agreement. Upon termination, cancellation or expiration of this Agreement, or upon written request of Master Spas, Individual shall return all Confidential Information.
8. This Agreement may not be amended except by a writing signed by both parties; shall be governed and construed by the laws of the State of Indiana; and shall inure to, and be binding upon, the benefit of the parties, their heirs, successors and assigns.

IN WITNESS THEREOF, the parties have executed this Agreement.

\_\_\_\_\_

MASTER SPAS, INC.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_